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7 *Attorneys for Plaintiffs*

8 iBeauty Limited Company,

Dongguan Xianghuo Trading Co., Ltd.,

9 Dongguan Laiyang Trading Co., Ltd.,

Guangzhou Linyu Trading Co., Ltd.,

10 Guangzhou Lincan Electronic Technology Co., Ltd., and

Guangzhou Senran Electronic Technology Co., Ltd.

11 UNITED STATES DISTRICT COURT

12 NORTHERN DISTRICT OF CALIFORNIA, WESTERN DIVISION

13
14 iBeauty Limited Company, Dongguan
Xianghuo Trading Co., Ltd., Dongguan
15 Laiyang Trading Co., Ltd., Guangzhou
Linyu Trading Co., Ltd., Guangzhou
16 Lincan Electronic Technology Co.,
Ltd., and Guangzhou Senran Electronic
17 Technology Co., Ltd.,

18 Plaintiffs,

19 v.

20 Dbest Products, Inc.,

**COMPLAINT FOR DECLARATORY
JUDGMENT AND OTHER RELIEF**

DEMAND FOR JURY TRIAL

1 Defendant.

2
3 Plaintiffs iBeauty Limited Company, Dongguan Xianghuo Trading Co., Ltd.,
4 Dongguan Laiyang Trading Co., Ltd., Guangzhou Linyu Trading Co., Ltd.,
5 Guangzhou Linan Electronic Technology Co., Ltd and Guangzhou Senran
6 Electronic Technology Co., Ltd. (collectively, “Plaintiffs”), hereby file this
7 Complaint against Defendant Dbest Products, Inc. (“Defendant” or “Dbest”), and
8 allege as follows:

9 NATURE OF THE ACTION

10 1. This action arises under the Declaratory Judgment Act, 28 U.S.C. §
11 2201 *et seq.*, and the United States Patent Act, 35 U.S.C. § 1 *et seq.* Plaintiffs seek
12 declaratory judgments that U.S. Patent Nos. 12,275,446 (“the ’446 Patent”) and
13 12,304,546 (“the ’546 Patent”) (collectively, the “Patents-in-Suit”) are not infringed
14 by Plaintiffs’ storage bin products (“Non-Infringing Products”). True and correct
15 copies of the ’446 and the ’546 Patents are attached hereto as Exhibit 1 and Exhibit

16 2.

17 2. Plaintiffs bring this action in view of the actual controversy created by
18 Defendant under the ’446 and ’546 Patents.

19 3. Upon information and belief, Defendant submitted multiple patent
20 infringement complaints to Amazon, resulting in the removal of Plaintiffs’ listings
for their Non-Infringing Products from Amazon.com.

1 Chinese company, with a principal place of business at Room 401, No.12, Danyuan
2 1 Henglu, Pengshang, Lianbian, Baiyun District, Guangzhou, China.

3 11. Upon information and belief, Dbest Products, Inc. is a corporation
4 organized under California law with its principal place of business at 16506 South
5 Avalon Boulevard, Carson, CA 90746, USA.

6 12. Dbest is not a legitimate innovator but a patent pirate that abuses
7 Amazon's intellectual property enforcement system to eliminate competition. By
8 submitting baseless complaints through Amazon's internal enforcement procedures,
9 Dbest has engaged in a pattern of tortious interference with the business
10 relationships of lawful sellers on the platform.

11 13. In one such instance, on or about December 5, 2024, Dbest submitted
12 an infringement complaint against another seller's shoe box product, which resulted
13 in the removal of that seller's listings from Amazon.com. In response, the seller
14 filed a declaratory judgment action asserting that the asserted U.S. Patent No.
15 12,103,576 was procured through inequitable conduct, and seeking, on that basis, a
16 judgment of non-infringement, invalidity, and other appropriate relief. On January
17 23, 2025, rather than defend the merits of its claim, Dbest issued a covenant not to
18 sue to evade judicial scrutiny and prompt dismissal of the case. *See* Exhibit 3.

19 14. Upon further information and belief, the Patents-in-Suit—U.S. Patent
20 Nos. 12,275,446 and 12,304,546—are not genuine inventions but rather copycat

1 filings in a field already crowded with prior art. Numerous prior art references,
2 including widely available commercial products, predate the alleged inventions and
3 render the Patents-in-Suit invalid as either anticipated under 35 U.S.C. § 102 or
4 obvious under 35 U.S.C. § 103.

5 15. For instance, storage box products such as the one sold at
6 B07YFFPK7B were publicly available as early as 2019, well before the earliest
7 effective filing dates of the Patents-in-Suit. The Patents-in-Suit offer no meaningful
8 advancement over these existing products. Instead, they attempt to claim subject
9 matter that was already known and used in the public domain.

10 11 JURISDICTION AND VENUE

12 16. This action arises under the Declaratory Judgment Act, 28 U.S.C. §
13 2201, *et seq.*, the United States Patent Act, 35 U.S.C. § 1, *et seq.*, and the laws of the
14 state of California. This Court has subject matter jurisdiction over this action
15 pursuant to 28 U.S.C. §§ 2201, 2202, 1331, and 1338(a) because an actual case or
16 controversy currently exists between the Parties regarding the subject matter of this
17 action, and the Court would have subject matter jurisdiction over this action if
18 Defendant initiated suit for patent infringement.

19 17. The Court has subject matter jurisdiction over the state law claims
20 asserted in this action pursuant to 28 U.S.C. § 1367(a) because they are so related to

1 the declaratory judgment claims that they form part of the same case or controversy.

2 18. The Court has personal jurisdiction over Dbest Products, Inc. based
3 on information and belief that Dbest Products, Inc. is domiciled in California and
4 within this judicial district.

5 19. Venue is proper in this District pursuant to 28 U.S.C. § 1391(b)(2). A
6 substantial part of the events giving rise to the claims occurred in this District,
7 including the resulting lost sales and reputational harm. Plaintiffs market and sell
8 products in this District and suffered injury here as a direct result of Defendant's
9 conduct.

10 **FACTUAL BACKGROUND**

11 **A. The Non-Infringing Products**

12 20. Plaintiff iBeauty Limited Company sells storage bins on
13 Amazon.com under the storefront "IBEAUTY LIMITED COMPANY." The models
14 of the storage bins sold by iBeauty Limited Company at issue are 1579-4 pack, 1574
15 and 1530. These products are identified by ASINs, including but not limited to
16 B0CW97NT2B, B0CHRM2YF and B0DCDQSNF5.

17 21. On or about June 25, 2025, iBeauty Limited Company received a
18 notification from Amazon. This notice informed iBeauty Limited Company that
19 Amazon removed its listings of the above ASINs, because of the alleged
20 infringement of the '446 and '546 Patents.

22. Plaintiff Dongguan Xianghuo Trading Co., Ltd. sells storage bins on Amazon.com under the storefront “XIANGHUO.” The models of the storage bins sold by Dongguan Xianghuo Trading Co., Ltd. at issue are 1579-4Pack, 1579-3Pack, 35QT 1579, 1916, 1585, 9012, and 1585. These products are identified by ASINs, including but not limited to B0CHRP96MS, B0CC5YKT2T, B0CFQG78HJ, B0DRVSRTDV, B0CGZP8NMX, B0D6QRMDQ6, B0F2MMFQZL, and B0F6N56J3Z.

23. On or about June 25, 2025, Dongguan Xianghuo Trading Co., Ltd. received a notification from Amazon. This notice informed Dongguan Xianghuo Trading Co., Ltd. that Amazon removed its listings of the above ASINs, because of the alleged infringement of the ’446 and ’546 Patents.

24. Plaintiff Dongguan Laiyang Trading Co., Ltd. sells storage bins on Amazon.com under the storefront “LYUSDD.” The models of the storage bins sold by Dongguan Laiyang Trading Co., Ltd. at issue are 1916, 1585 and 1578. These products are identified by ASINs, including but not limited to B0BQ3H7PT8 , B0DSZWS244 and B0D1QK93WH.

25. On or about June 25, 2025, Dongguan Laiyang Trading Co., Ltd. received a notification from Amazon. This notice informed Dongguan Laiyang Trading Co., Ltd. that Amazon removed its listings of the above ASINs, because of the alleged infringement of the ’446 and ’546 Patents.

1 26. Plaintiff Guangzhou Linyu Trading Co., Ltd. sells storage bins on
2 Amazon.com com under the storefront “LINYU-US.” The models of the storage
3 bins sold by Guangzhou Linyu Trading Co., Ltd. at issue is 1585. These products
4 are identified by ASINs, including but not limited to B0D7HJLRXM.

5 27. On or about June 25, 2025, Guangzhou Linyu Trading Co., Ltd.
6 received a notification from Amazon. This notice informed Guangzhou Linyu
7 Trading Co., Ltd. that Amazon removed its listings of the above ASIN, because of
8 the alleged infringement of the ’446 and ’546 Patents.

9 28. Plaintiff Guangzhou Lincan Electronic Technology Co., Ltd. sells
10 storage bins on Amazon.com com under the storefront “jolyhome.” The models of
11 the storage bins sold by Guangzhou Lincan Electronic Technology Co., Ltd. at issue
12 are 1916 and 1585. These products are identified by ASINs, including but not
13 limited to B0BQ3H7PT8 and B0DSZWS244.

14 29. On or about June 25, 2025, Guangzhou Lincan Electronic
15 Technology Co., Ltd. received a notification from Amazon. This notice informed
16 Guangzhou Lincan Electronic Technology Co., Ltd. that Amazon removed its
17 listings of the above ASINs, because of the alleged infringement of the ’ 446
18 and ’546 Patents.

19 30. Plaintiff Guangzhou Senran Electronic Technology Co., Ltd. sells
20 storage bins on Amazon.com com under the storefront “senran-US.” The models of

1 the storage bins sold by Guangzhou Senran Electronic Technology Co., Ltd. at issue
2 is 1916. These products are identified by ASINs, including but not limited to
3 B0CGZNGC36.

4 31. On or about June 25, 2025, Guangzhou Senran Electronic
5 Technology Co., Ltd. received a notification from Amazon. This notice informed
6 Guangzhou Senran Electronic Technology Co., Ltd. that Amazon removed its
7 listings of the above ASIN, because of the alleged infringement of the '446 and '546
8 Patents.

9 32. The Amazon marketplace constitutes Plaintiffs' primary sales channel
10 into the United States. To remain competitive in the United States market for storage
11 bins, Plaintiffs need those Non-Infringing Products listed in the Amazon
12 marketplace. Amazon has removed Plaintiffs' Non-Infringing Products from the
13 marketplace, preventing Plaintiffs from accessing their largest channel of trade
14 because of Defendant's alleged infringement complaint to Amazon. Thus,
15 Defendant's submission of Amazon infringement complaint has caused immediate
16 and substantial harm to Plaintiffs.

17 **B. The Patent-In-Suit**

18 **1. The '446 Patent**

19 33. The '446 Patent lists dbest products, Inc. as the applicant and
20 assignee. *See* Exhibit. 1, the '446 Patent, at 1.

1 34. The '446 Patent, titled "High load capacity collapsible carts,"
2 describes its purported invention as "Compressible carts."

3 35. Claims 1, 10, 16 and 22 are the only independent claims of the ' 446
4 Patent.

5 36. Claim 1 requires:

6 A collapsible cart configured to transition from a closed condition
7 where it is folded up to an open condition where it is expanded for
8 use, the collapsible cart comprising:

9 a rigid frame forming a compartment, the rigid frame having a front
10 wall, a rear wall, a right sidewall, a left sidewall, and a bottom wall,
11 the right sidewall and the left sidewall are configured to fold
12 inwardly in the closed condition; the right sidewall comprising a first
13 right panel rotatably coupled to a second right panel;

14 a first track formed along the first right panel and the second right
15 panel extending from a first position on the first right panel to a
16 second position on the second right panel; and

17 a first slideable member cooperatively engaged to the first track, the
18 first slideable member is movable along the first track between an
19 open position to a closed position to selectively lock the first right
20 panel to the second right panel, wherein the first slideable member is

1 in the open position when disposed along the first track adjacent the
2 first position of the first track while not disposed along the second
3 right panel and is in the closed position when disposed along the first
4 track adjacent the second position of the first track while being
5 disposed across both the first right panel and second right panel.

6 *See Exhibit. 1 at 7:14-38.*

7 37. Claim 10 requires:

8 A collapsible cart configured to transition from a closed condition
9 where it is folded up to an open condition where it is expanded for
10 use, the collapsible cart comprising:

11 a rigid frame forming a compartment in the open condition, the rigid
12 frame having a front wall, a rear wall, a right sidewall, a left sidewall,
13 and a bottom wall,

14 wherein the right sidewall and the left sidewall are configured to fold
15 inwardly in the closed condition,

16 wherein the right sidewall comprises a first right panel rotatably
17 coupled to a second right panel,

18 wherein the first right panel comprises a first locking member in the
19 open condition and the closed condition, and the second right panel
20 comprises a second locking member in the open condition and the

1 closed condition, and

2 wherein the first locking member cooperatively engages the second
3 locking member to selectively align the first right panel with the
4 second right panel.

5 *See Exhibit. 1 at 8:15-32.*

6 38. Claim 16 requires:

7 A collapsible cart configured to transition from a closed condition
8 where it is folded up to an open condition where it is expanded for
9 use, the collapsible cart comprising:

10 a rigid frame forming a compartment in the open condition, the rigid
11 frame having a front wall, a rear wall, a right sidewall, a left sidewall,
12 and a bottom wall, the right sidewall and the left sidewall are
13 configured to fold inwardly in the closed condition, the right sidewall
14 comprising a first right panel rotatably coupled to a second right
15 panel;

16 a first lock assembly integrated with the first right panel and the
17 second right panel and configured to selectively lock the first right
18 panel with the second right panel in the open condition, the first lock
19 assembly having a first condition for locking the first right panel with
20 the second right panel in the open condition, and a second condition

1 for unlocking the first right panel from the second right panel, and
2 wherein the first lock assembly is integrated with the first right panel
3 and the second right panel in both the closed condition and in the
4 open condition.

5 *See Exhibit. 1 at 8:56-9:9.*

6 39. Claim 22 requires:

7 A collapsible cart configured to transition from a closed condition
8 where it is folded up to an open condition where it is expanded for
9 use, the collapsible cart comprising:

10 a frame defining a compartment, wherein:

11 the frame comprises at least five walls, including a first wall, a
12 second wall, a third wall, a fourth wall, and a fifth wall;

13 at least three of the walls are configured to fold inwardly toward the
14 fifth wall when the cart is in the closed condition;

15 the third wall comprises a first panel and a second panel, the second
16 panel rotatably coupled to the first panel;

17 a first fastener configured to selectively secure the first panel and the
18 second panel in the open condition, the first fastener operable
19 between a first state for securing the first panel and the second panel
20 along a first plane in the open condition, and a second state for

1 releasing the first panel and the second panel from the first plane; and
2 wherein the first fastener is integrated with the first right panel and
3 the second right panel in both the closed condition and in the open
4 condition.

5 *See* Exhibit. 1 at 9:28-10:16.

6 **2. The '546 Patent**

7 40. The '546 Patent lists dbest products, Inc. as the applicant and
8 assignee. *See* Exhibit. 2, the '546 Patent, at 1.

9 41. The '546 Patent, titled "Collapsible carts," describes its purported
10 invention as "a collapsible cart configured to transition from a closed condition
11 where it may be folded up to an open condition where it may be expanded for use."

12 42. Claims 1, 9 and 17 are the only independent claims of the '546 Patent.

13 43. Claim 1 requires:

14 A collapsible cart configured to transition from a closed condition
15 where it is folded up to an open condition where it is expanded for
16 use, the collapsible cart comprising:

17 a frame defining a compartment, wherein:

18 the frame comprises at least five walls, with at least three of the walls
19 configured to rotatably fold inwardly when the cart is folded up into
20 the closed condition, two of which are opposing walls;

1 the two opposing walls each being rotatably coupled to a wall that
2 does not fold inwardly when the cart is folded up into the closed
3 condition;

4 one of the two opposing walls consists of a first panel and a second
5 panel; and

6 the second panel rotatably coupled to the first panel;

7 a first latch part disposed on an edge of the first panel when the
8 collapsible cart is in the closed condition and the open condition; and

9 a second latch part disposed on an edge of the second panel when the
10 collapsible cart is in the closed condition and the open condition,

11 wherein

12 the first latch part and the second latch part are configured to mate

13 with one another and hold the first and second panels in a common

14 plane when the first and second latch parts are latched together; and

15 when the first and second latch parts are unlatched from one another,

16 the second panel is capable of rotating relative to the first panel..

17 *See Exhibit. 2 at 13:19-45.*

18 44. Claim 9 requires:

19 A collapsible cart configured to transition from a closed condition

20 where it is folded up to an open condition where it is expanded for

1 use, the collapsible cart comprising:

2 a frame defining a compartment, wherein:

3 the frame comprises at least five walls, including a first wall, a
4 second wall, a third wall, a fourth wall, and a fifth wall;

5 at least three of the walls are configured to fold inwardly toward the
6 fifth wall when the cart is in the closed condition;

7 the third wall comprises a first panel and a second panel, the second
8 panel rotatably coupled to the first panel;

9 a fastener configured to selectively secure the first panel and the
10 second panel in a substantially coplanar alignment, the fastener
11 comprising:

12 a first fastener member integrally disposed on an edge of the first
13 panel when the collapsible cart is in the closed condition and the
14 open condition; and

15 a second fastener member integrally disposed on an edge of the
16 second panel when the collapsible cart is in the closed condition and
17 the open condition;

18 wherein the first fastener member and the second fastener member
19 are configured to mate with one another to hold the first panel and
20 the second panel in the substantially coplanar alignment; and wherein,

1 when the first fastener member and the second fastener member are
2 disengaged, the second panel is capable of rotating relative to the first
3 panel..

4 *See* Exhibit. 1 at 9:1-30.

5 45. Claim 17 requires:

6 A collapsible cart configured to transition from a closed condition
7 where it is folded up to an open condition where it is expanded for
8 use, the collapsible cart comprising:

9 a frame defining a compartment, wherein:

10 the frame comprises a first wall, a second wall, a third wall, a fourth
11 wall, and a fifth wall;

12 at least the first, second, and third walls are configured to fold
13 inwardly toward the fifth wall to the closed condition;

14 the third wall comprises a first panel and a second panel, the second
15 panel rotatably coupled to the first panel;

16 the first wall and the second wall each have a height from top to
17 bottom;

18 the third wall and the fourth wall each have a length from one edge to
19 another; and

20 the height of each of the first and second walls is less than half the

1 length of each of the third and fourth walls, such that the first and
2 second walls are substantially coplanar with each other when folded
3 inwardly to the closed condition;

4 a coupler configured to selectively secure the first panel and the
5 second panel in a substantially coplanar alignment, the coupler
6 comprising:

7 a first coupler member disposed on an edge of the first panel when
8 the collapsible cart is in the closed condition and the open condition;
9 and

10 a second coupler member disposed on an edge of the second panel
11 when the collapsible cart is in the closed condition and the open
12 condition;

13 wherein the first coupler member and the second coupler member are
14 configured to mate with one another to hold the first panel and the
15 second panel in the substantially coplanar alignment; and

16 wherein, when the first coupler member and the second coupler
17 member are disengaged, the second panel is able to rotate relative to
18 the first panel

19 See Exhibit. 1 at 14:56-15:24.

20 **COUNT I**

Declaratory Judgment of Non-Infringement of U.S. Patent No. 12,275,446

46. Plaintiffs repeat and reallege each of the preceding paragraphs as if fully set forth herein and incorporate them by reference.

47. Plaintiffs have not infringed and do not infringe any valid and enforceable claim of the '446 Patent either directly, contributorily, or by inducement, literally or under the doctrine of equivalents, including through the making, use, importation into the United States, sale, and/or offer for sale of Plaintiffs' Non-Infringing Products.

48. The Non-Infringing Products do not infringe at least claim 1 of the '446 Patent because they do not include "a first slideable member cooperatively engaged to the first track."

49. The Non-Infringing Products do not infringe at least claim 10 of the '446 Patent because they do not include "the first locking member cooperatively engages the second locking member to selectively align the first right panel with the second right panel."

50. The Non-Infringing Products do not infringe at least claim 16 of the '446 Patent because they do not include "a first lock assembly having a first condition for locking the first right panel with the second right panel in the open condition, and a second condition for unlocking the first right panel from the second right panel."

51. The Non-Infringing Products do not infringe at least claim 22 of the '446 Patent because they do not include “a first fastener configured to selectively secure the first panel and the second panel in the open condition.”

52. Additionally, the Non-Infringing Products are not a “cart,” as that term is properly construed. According to its plain and ordinary meaning, a “cart” refers to a small vehicle used to carry or transport items. The Non-Infringing Products are not used for transportation and serve solely as stationary storage containers. No reasonable consumer would consider them to be a transportation tool.

53. An actual and justiciable case or controversy therefore exists between Plaintiffs and Defendant regarding whether the Non-Infringing Products have infringed the claims of the '446 Patent. Declaratory relief is thus appropriate and necessary to establish that the making, using, importation, sale, or offer for sale of the Non-Infringing Products does not infringe, directly or indirectly, literally or under the doctrine of equivalents, any valid and enforceable claim of the '446 Patent. Plaintiffs are entitled to a judgment declaring that they have not infringed and will not infringe any claim of the '446 Patent.

COUNT II

Declaratory Judgment of Non-Infringement of U.S. Patent No. 12,304,546

1 54. Plaintiffs repeat and reallege each of the preceding paragraphs as if
2 fully set forth herein and incorporate them by reference.

3 55. Plaintiffs have not infringed and do not infringe any valid and
4 enforceable claim of the '546 Patent either directly, contributorily, or by inducement,
5 literally or under the doctrine of equivalents, including through the making, use,
6 importation into the United States, sale, and/or offer for sale of Plaintiffs' Non-
7 Infringing Products.

8 56. The Non-Infringing Products do not infringe at least claim 1 of the '546
9 Patent because they do not include "the first latch part and the second latch part are
10 configured to mate with one another and hold the first and second panels in a
11 common plane when the first and second latch parts are latched together."

12 57. The Non-Infringing Products do not infringe at least claim 9 of the '546
13 Patent because they do not include "a fastener configured to selectively secure the
14 first panel and the second panel in a substantially coplanar alignment."

15 58. The Non-Infringing Products do not infringe at least claim 17 of
16 the '546 Patent because they do not include "a coupler configured to selectively
17 secure the first panel and the second panel in a substantially coplanar alignment."

18 59. Additionally, the Non-Infringing Products are not a "cart," as that term
19 is properly construed. According to its plain and ordinary meaning, a "cart" refers to
20 a small vehicle used to carry or transport items. The Non-Infringing Products are not

1 Infringing Products.

2 68. As a direct and proximate result of Defendant's tortious interference,
3 Plaintiffs have suffered damages, including significant losses in sales of the Non-
4 Infringing Products and other products, resulting in lost revenue and profits directly
5 attributable to those lost sales.

6 69. Defendant's actions have significantly harmed Plaintiffs' business
7 operations by substantially reducing product rankings on Amazon, which directly
8 impacts Plaintiffs' product reviews, ratings, and Amazon rankings, thereby resulting
9 in lower product visibility in consumer searches and diminishing market presence.

10 70. The reduced rankings and visibility have caused substantial losses in
11 sales and profits. Additionally, they have led to increased warehousing and
12 inventory holding costs due to reduced product turnover. These damages extend
13 beyond lost revenue, causing harm to Plaintiffs' goodwill and brand reputation,
14 which are essential for maintaining competitive standing in the market. The exact
15 amount of these damages will be proven at trial.

16
17 **PRAYER FOR RELIEF**

18 WHEREFORE, Plaintiffs pray for the following relief:

19 A. A judgment declaring that the manufacture, use, offer for sale, sale,
20 and/or importation of Plaintiffs' Non-Infringing Products have not infringed and

1 will not infringe, directly or indirectly, literally or under the doctrine of equivalents,
2 any valid claim of the '446 or '546 Patents;

3 B. A permanent injunction enjoining Defendant from asserting the '446
4 and '546 Patents against Plaintiffs' Non-Infringing Products;

5 C. Entry of judgment finding Defendant liable for tortious interference
6 with Plaintiffs' business relationships;

7 D. Entry of judgment finding Defendant liable for unfair competition
8 under California Business and Professions Code § 17200, et seq.;

9 E. An award of compensatory damages sufficient to make Plaintiffs whole
10 for the harm caused by Defendant's conduct;

11 F. An award of punitive damages in an amount to be determined at trial;

12 G. An award of reasonable attorneys' fees, to the extent authorized by law;

13 H. An award of Plaintiffs' costs in this action;

14 I. All such other and further relief as the Court may deem just and proper.

15
16 **DEMAND FOR JURY TRIAL**

17 Pursuant to Federal Rules of Civil Procedure 38(b), Plaintiff demands a trial
18 by jury on all claims and issues so triable.

19
20 DATED: June 26, 2025

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19 Guangzhou Lincan Electronic Technology
20 Co., Ltd., and
Guangzhou Senran Electronic Technology
Co., Ltd.